

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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NURSAN METALURJI ENDUSTRISI A.S.,

Plaintiff,

-against-

M/V "TORM GERTRUD" her engines, tackle,
boilers, etc. *in rem*, M/V "NEW FLAME" her engines,
tackle, boilers, etc. *in rem*,
A/S DAMPSKIBSSELSKABET TORM, TRANSMAR
SHIPPING CO. S.A., GLADIATOR NAVIGATION S.A.,
in personam,

Defendants.
----- X

ECF CASE

Case No.: 07 CIV 7687 (GBD)

**DECLARATION OF
TERRY L. STOLTZ**

TERRY L. STOLTZ declares as follows:

1. I am an attorney at law, duly admitted to practice in this Honorable Court and am a member of the firm of NICOLETTI HORNIG & SWEENEY, attorneys for defendants A/S DAMPSKIBSSELSKABET TORM and the M/V TORM GERTRUD *in rem* (collectively "Torm").

2. I make this Declaration in support of Torm's motion for partial summary judgment declaring that Torm's liability, if any, must be determined under the 1910 Collision Convention.

3. Attached hereto as Exhibit A is a true and correct copy of the declaration of James F. Sweeney dated December 7, 2007 with the attached exhibits A to D, which was previously filed with the Court (Docket No. 6) in support of Torm's motion to dismiss.

4. Attached hereto as Exhibit B is a true and correct copy of the declaration of Julian Richard Triay dated December 5, 2007 with the attached exhibits A and B, which was previously filed with the Court (Docket No. 7) in support of Torm's motion to dismiss.

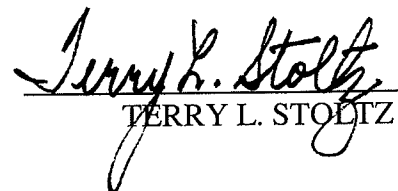
5. Attached hereto as Exhibit C is a true and correct copy of the declaration of Anne Mentz Hansen dated December 6, 2007 with the attached exhibit 1, which was previously filed with the Court (Docket No. 8) in support of Torm's motion to dismiss.

6. Attached hereto as Exhibit D is a true and correct copy of an e-mail dated December 23, 2007 from Julian Richard Triay quoting the text of a recent Gibraltar newspaper article reporting that the wreck of the M/V NEW FLAME has broken in two, resulting in a minor oil spill.

7. I am advised by David Robles, Esq. and Gabriel Ramon Sosa, Esq., partners in the Panamanian maritime law firm of DeCastro & Robles, that under the Commercial Code of Panama, as interpreted and applied by the Maritime Court and the Supreme Court of Panama, cargo aboard a vessel involved in a collision, can only recover from the non-carrying vessel that proportion of its damages equal to the percentage of fault attributed to the non-carrying vessel.

Pursuant to 28 U.S.C § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 4, 2008
New York, New York


TERRY L. STOLTZ

TO:

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